

Orleans Parish School Board

Replication Proposed Modifications



Proposed Modifications Form

All Charter Schools that are eligible for Automatic Replication in 2018 may propose modifications to be considered in decisions about the replicated school.

Modification requests should include only the information requested below, saved in a single PDF file, and sent via email to Forrest Collins (forrest_collins@opsb.us).

| School Contact Information | | | |
|---|---------------------|----------------------------------|-------------------------|
| Name of Charter School Governing Board (as registered with Louisiana Secretary of State) | | Hynes Charter School Corporation | |
| Name of Replicating School | Opening Year | Current Charter Term | Grades Served |
| Hynes Charter School | 2006-07 | 10 years | G/T PreK, K-8 |
| School/CMO Leader | | Board President | |
| Name | Michelle B. Douglas | Name | Alvin C. Miester, III |
| Phone | 504-324-7160 | Phone | 504-975-6142 |
| Email | mdouglas@opsb.usu | Email | amiester@shergarner.com |

Proposed Modifications

Please review the following charter agreement components. If the response is 'yes' for any component, please provide a brief narrative (not to exceed 5 pages) explaining why the modification is required, what implementation would look like. Please include organizational and financial implications. If the change is to the proposed ESP/Financial Manager, please provide a resume for the new Financial Manager.

| School Conversion Questions | Yes | No |
|---|---|----|
| Will the replicated school be a conversion of an existing school? | | X |
| If Yes, which school located in Orleans Parish will you convert? | no, but will request Jean Gordon campus | |

| Are there plans to modify any of the following charter agreement components? | Yes | No |
|---|-----|----|
| 1. Material Terms of the charter school's educational program (e.g., grades served, maximum enrollment, essential characteristics)? | | X |
| 2. Essential Elements of the charter school's educational program? | | x |
| 3. School's ESP/Financial Manager? | | x |
| 4. School's Curriculum? | | x |
| 5. School's Calendar and Schedule? | | x |
| 6. Special Education Procedures? | | x |
| 7. Admissions (including preferential admissions stipulations)? | x | |



TEAM COOPERATION GOALS

- Practice Active Listening
- Explain Your Ideas/Tell Why
- Complete Tasks
- Everyone Participates
- Help and Encourage Others

Team/Committee: Hynes at UNO

Date: February 21, 2018

Note Taker: _____ **Time Keeper:** _____

- 1. Celebrate!** (Celebrate, review meeting etiquette, and appoint roles)
 - Hynes Replication
- 2. Bring It Back:** (Report progress and results)
 - Replication Status- where are we in the process?
- 3. Bring It On:** (Introduce a new topic or provide a new focus for a continuing topic)
 - Purpose- to solicit input and brainstorm ideas under big topics
 - Process- using collaborative strategies, spend time brainstorming ideas related to big themes
 - Payoff- get input, generate creative ideas, and create opportunities for career advancement
- 4. Work It Out:** (Plan or focus problem solving related to the topic)
 - Big Themes:
 - STEAM, School Culture, Signs & Symbols, Hynes & UNO Collaboration
- 5. Get It Done:** (Set a team goal and commit to actions that will help meet the goal)
 - Jot Thoughts on Big Themes (4 Charts, scribe at the table)
- 6. Bring It Up Next:** (Discuss and agree upon/ the new or continuing topic for the next meeting)
 - Next meeting: TBD
 - Group reflection on this process. What went well? What could be improved?
- 7. Reflection for PGP:** (What action steps can you add to your PGP that will impact student learning?)

Schoolwide Reading Goal: By May 2018, 93.5% of our K-8th grade students will read on or above level.

Schoolwide Language Goal: By May 2018, 65% of our 3rd-8th grade students will score Strong in the Written Expression subclaim of the ELA LEAP test.

Schoolwide Science Goal: By May 2018, 55% of our 3rd-8th grade students will score Strong overall performance on the Science LEAP test.

Schoolwide Math Goal: By May 2018, 65% of our 3rd-8th grade students will score Strong overall performance on the Math LEAP test.



Hynes at UNO

| | |
|--|--|
| <p style="text-align: center;">STEAM</p> <p>Science Technology Engineering Arts Math</p> | <p>UNO students observing and practicing technology (SMARTboard and Promethean board) - Project based learning - Building partnerships with faculty from each area of UNO (Engineering, etc.) - Create committee to address this area - Identify UNO resources to incorporate in curriculum - field trips - including counseling - Astronomy - HPHP - rites of passage - Engineering course - PIES, CERF - arts - robotics club</p> |
| <p style="text-align: center;">School Culture</p> | <p>Move current culture to new school - Avoid interrupting class during teaching and planning time at Hynes - Continue welcoming front desk/office and availability of admin - High expectation for all and level of rigor - Teams of UG assigned to teachers as resources - Identify integration of visits to campus - UNO liaison for university to facilitate partnerships - reflective mindset - growth mindset - Scientific method-based discussions across content areas - ESL - happy children - buddy program - no grading (narratives)</p> |
| <p style="text-align: center;">Signs & Symbols</p> | <p>Buccaneers - need preschool program and/or summer camp - Blue and silver - let the kids pick the mascot - buccaneer concept is irrelevant in today's society - Green and white (Elem) and blue and silver (MS) - horses, heroes, hurricanes</p> |
| <p style="text-align: center;">Hynes & UNO Collaboration</p> | <p>Ease of security and safety for UNO students to visit Hynes (swipe a license) - Hynes teachers coming to speak to UNO students - Create formal schedule and calendar - structure planning day at beginning of the semester - establish a point person/liaison to coordinate on both campuses - UNO faculty teach a complete semester at Hynes - UNO students learn about ways to communicate and interact with parents - elective for middle grades (clubs) - opportunities to conduct research at site - field trip of kids on UNO campus - Hynes teachers serve as adjunct professors or guest speakers - PD workshops - Building: classrooms built to facilitate observations using technology, UNO classrooms, faculty office at site, office hours at school site - Fiver - coteaching models - fishbowl - learning walks - lesson studies - spend the day</p> |

Hynes at UNO Charrette Feedback

| | |
|--------------------------------------|--|
| STEAM | Paperless classroom, more tech, portable computer cart, art displays, more tech literacy focus, coding, Jr. Engineers, UNO Bio labs, Drama/Art/Film at UNO, Google Classroom/Education, 3D Printers, Science/Engineering Fairs, Rain/Edible Garden, Maker's Lab, Fab Lab, Robotics, art studio, recycle symbols, rigorous math instructions, career development, workspace tables instead of desks |
| School Culture | Small class sizes, community base (family, feels like Catholic school), PTO, participation, Husky (Hynes) High Five, Self-esteem, Teamwork, Empowerment, Attitude that is positive, motivation, neighborhood, Husky Heart, Getting Along Together, Celebrations (student & faculty), goal-focused, new teacher orientation, Programs to support cooperation (Playworks, PLTW, Kagan, SFA), Diverse, Whole Child development, School Events (Literacy/STEAM Night), Accessibility |
| Signs & Symbols | <p>Mascots: UNO Privateers, Explorers, Imagineers, Buccaneers, Pelicans</p> <p>Name: Hynes Lakefront, Hynes by the Lake, Hynes on the Lake, Hynes @ UNO, Hynes Gentilly, Hynes Explore U., Chateau by the Lake</p> <p>Symbol: Atom, Compass (Sci, Math, Tech, Engineer), World, Fleue de lis, Paw print</p> <p>Colors: Blue/Silver, White/Blue, Navy/Light Blue/Gray</p> <p>Keep shield logo (add STEAM and year)(add beaker, #'s, art pallet, computer, building)</p> |
| Hynes & UNO Collaboration | Art/Music/STEAM, Partnership for advanced training, land, Area partners (build gardens), Partnership with College of Education, After-school programs can advance, culinary for students/teachers, Lab school, pool access, access to science labs on campus, student teachers, teacher tuition breaks for extending education, access to gym, Big Buddies, transitions, athletics, extracurriculars, Credit Union Accts. for students, Study Abroad, teacher exchange, PD with UNO, opportunity for 8th grade high school credit, access to higher ed |



Hynes Charter School
Office of the Principal/CEO
990 Harrison Avenue
New Orleans, Louisiana 70124

June 26, 2018

Mr. Patrick Dobard, CEO
New Schools for New Orleans
1555 Poydras Street, Suite 781
New Orleans, LA 70112

Dear Mr. Dobard:

Our mission, "Hynes...quality education shaping leaders for a changing world," is alive in our organization as evidenced by our consistent academic growth and demand in the EnrollNOLA system. As the Principal and CEO of this single site for the last 12 years, I am writing to ask New Schools for New Orleans and you to provide us an opportunity to explore expansion to offer more high quality seats for students in our city who are most deserving of them.

In the fall of 2017, the University of New Orleans (UNO), the University of Louisiana System Board, and the Hynes Charter Board approved a concept to replicate Hynes at UNO. The projected opening date will be fall of 2019 at the Jean Gordon temporary campus owned by Orleans Parish School Board.

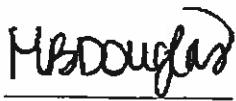
The purpose of this letter is to ask NSNO for financial and technical resources to support our planning and implementation. These are the most immediate needs during the 2018-19 school year:

- 1.) Continue the work recommended in the Bellwether Readiness to Grow (RTG) plan which includes the development of a 5-7 year strategic plan by Bellwether consultants; this incorporates two new elementary schools and the possibility of a secondary school. Estimated cost \$75,000.
- 2.) Funding to support the legal research and legal work necessary to replicate and seek financial solutions to constructing a new campus at UNO. Estimated cost \$60,000.
- 3.) Funding to hire an owner's representative who can guide our organization through the planning, financing, and construction of a new building. Estimated cost \$60,000.
- 4.) Partial offset of the salary and benefits for a future administrator of Hynes at UNO to train, plan, and build capacity for the new school. Estimated cost \$40,000.

Hynes maintains an A rating assigned by the Louisiana Department of Education and was recently awarded a 10 year renewal of our charter. The Bellwether RTG analysis indicated that Hynes is primed for replication and is in additional need of technical assistance with strategic planning and facilities funding. With the financial help and support of NSNO, we can further both the mission of Hynes *and* the mission of NSNO which is to deliver the promise of excellent public schools for every child in New Orleans.

I look forward to hearing from you in the near future.

With warm regards,

A handwritten signature in black ink, appearing to read "MB Douglas", written over a horizontal line.

Michelle B. Douglas
Principal/CEO



Edward Hynes Charter School Strategic Planning Support

| | |
|---|---|
| I. Context and Key Questions..... | 2 |
| II. Approach and Timeline..... | 3 |
| III. Roles and Responsibilities | 5 |
| IV. Organizational Capacity and Qualifications..... | 6 |
| V. Our Team | 8 |
| VI. Budget | 9 |

I. Context and Key Questions

Edward Hynes Charter School is a PK-8 charter school in the Lakeview neighborhood of New Orleans serving ~700 students. Now that Hynes has fully scaled its program in its current building and has achieved strong outcomes, the school is planning to replicate its model. Hynes is currently in discussions with the University of New Orleans (UNO) to replicate its second campus on the UNO campus. Though Hynes is excited by this possibility, many key details of this plan—most notably what facilities Hynes will utilize—are still to be decided. Hynes has the intention to grow in the next five to seven years to operate Hynes, Hynes II, and Hynes III with an option for a high school – ultimately three elementary schools and one secondary school.

As it embarks on this exciting and ambitious growth, Hynes has developed some foundational elements for its growth plan based on the Readiness to Grow (RTG) report provided by the cohort with Bellwether this spring as part of the New Schools for New Orleans RTG Cohort. The school is seeking a partner to help to refine and solidify the work to date and build on that work to create a growth plan and financial model to use to support both fundraising efforts as well as execution of the growth plan.

As a growth planning partner, Bellwether would play a critical role in designing a process, managing the project timeline, driving analysis, sharing lessons/approaches from other high-performing charter networks' experiences and challenges, and facilitating discussion by the project steering committee to support key decisions. We would serve as both a "critical friend" and "arms and legs" to enable successful completion of the strategic planning process. With the Readiness to Grow report complete, we will skip the typical "build the fact base" initial phase and move right into developing an actionable plan.

Key deliverables proposed include a summary-level external-facing PowerPoint slide deck, detailed internal-facing PowerPoint deck that summarizes key decisions made, and a dynamic 5-year financial model. Hynes would lead detailed implementation planning efforts to execute on the strategy we define together. Bellwether's total proposed budget for this work is \$76,000.

5-Year Strategic Plan

1. **Student success profile:** What is Hynes's vision for its graduates? How does Hynes measure success in delivering on this promise to students and families?
2. **Impact statement:** What is the inspiring and shared vision for impact in the next five years that reflects Hynes' mission, history and the educational context in which it operates today?
3. **Readiness to Grow Review:** What are the most critical factors from the RTG report to build from, address, or mitigate?
4. **Focus areas and strategies:** What is the targeted set of focus areas Hynes must prioritize over the next five years to achieve its intended impact? What strategies must it prioritize to achieve those goals? How will the model and program need to flex or evolve to serve different student populations? What is core to the program model across schools? What are the implications of the network model and governance model for the network office and school-level organizational structures? What are the staffing plans and organizational charts, over time, for the network, current campuses, and future schools?
5. **Financial model and facility planning:** What is the financial model that corresponds to Hynes' growth plan and network model? What approach does Hynes use to determine selection of potential options and timing for its future facilities? What are the greenlight criteria or greenlight process that Hynes' should use to confirm or delay the opening of each school?
6. **Implementation requirements:** What are the specific initiatives that must be executed and on what timeframe? What are the high level resource requirements associated with these priorities?

7. **Communication plan:** What are the best methods and tools for communicating Hynes' strategic plan to its community and stakeholders?

II. Approach and Timeline

Bellwether would be excited to partner with Hynes to build on the Readiness to Grow assessment completed this spring and to develop a five-year strategic plan to set clear priorities and increase impact over time. In this proposal we frame three phases of support over a 9-week timeline, beginning in early October 2018 and completing by early December.

- First, in the Impact and Readiness phase, Bellwether will understand key strategic decisions made to date, review insights from Readiness to Grow report, determine stakeholder engagement strategy, and develop Student Success Profile to ultimately anchor organization impact outcomes in the strategic plan.
- In the Strategy Development phase, we will support the Hynes team to define a clear and ambitious five-year impact statement and to identify the focused goals and strategies to achieve that impact.
- Finally, in the Implementation Planning phase, we will build out the detailed initiatives, timeline, budget, and communication approach to implement the plan.

PHASE I: IMPACT AND READINESS (1 WEEK)

1. Project launch support
 - a. Create work-plan articulating key work modules
 - b. Finalize key dates and meetings
 - c. Agree on roles and expectations for Bellwether and Hynes Board, steering committee [see roles, below], leaders, staff and any other stakeholder participants
2. **Project launch session:** Conduct kickoff meeting with Project Steering Committee (likely consisting of the school leader, select leadership team members, and 2-3 other key stakeholders)
 - a. Project overview:
 - i. Review project goals, timeline, roles, and outputs;
 - b. Stakeholder engagement:
 - i. Support working group to complete a stakeholder analysis to fuel alignment,
 - ii. Identify the complete set of potential stakeholder segments to engage during planning process (e.g., school leaders and teachers, students, partner organizations, community and parent groups, business community) and developing a high-level calendar of key engagement points, along with "owner" for each, and initiate scheduling as appropriate.
 - iii. Determine plan for steering committee to drive the execution of the stakeholder engagement activities, with Bellwether providing project management support (e.g. creating focus group guides and templates to gather information)
 - c. Readiness to Grow report:
 - i. Ensure a shared understanding of the current state of the school
 - ii. Identify strengths to build from
 - iii. Prioritize gaps that must be addressed to ensure growth with quality
 - d. Student success profile:
 - i. Document the description of the Hynes' graduate and related measures of success
 - ii. *Note: this profile will help us evaluate school practice and outcomes by focusing us on the top qualities, skills, values and beliefs students should develop as a result of the learning at Hynes*

- iii. The student success profile will serve as a foundational “North Star” for future academic program strategic planning in phase 2
- iv. Develop rough draft of profile to be refined through input from staff and parents

At the end of this phase, Hynes will have a stakeholder engagement plan, shared and detailed understanding of the strengths, gaps, opportunities, and threats to future growth, and a preliminary rough draft of the Hynes’ Student Success Profile.

PHASE II: STRATEGY DEVELOPMENT (5 WEEKS)

1. **Student success profile:** Refine the Student Success Profile based on feedback from key stakeholders. Work with Steering Committee to determine any changes.
2. **Impact statement:** Define the specific and measurable intended impact Hynes will have over the next five years (this statement will define the target related to how many students and a focused set of top line measures). Together with the Student Success Profile, this impact statement, will define the “north star” for the next five years.
3. **Focus areas and strategies:** Based on the Readiness to Grow report, the student success profile, and a prioritized view of outcomes gaps and drivers (from the SWOT analysis), work with Hynes team to define the targeted set of 3-5 focus areas that must be prioritized to achieve its intended impact. Conduct select benchmarking to evaluate potential program strategies and initiatives aligned to these focus areas, including the changes necessary, costs and likely outcomes (this will include a series of phone calls and/or in-person meetings to engage appropriate Hynes stakeholders, desk research and interviews with identified benchmark organizations, synthesis and iteration by Bellwether team). These options could include, for example, enhancements to Hynes’ human capital systems, including role definition, recruiting, evaluation and/or support, or deep dive planning for modification of the approach to using data to drive decisions.
4. **Financial model:** Working with Hynes’ finance staff, develop a 5-year financial model so that it can be used as a forward-looking decision-making tool.
 - a. Conduct conversations with finance lead to understand historical data and to support his/her creation of a simple model;
 - b. Provide cost inputs based on the key initiatives identified through the planning process
 - c. Review and provide feedback on base case financials
5. **Staff input:** Seek additional input from Hynes’ staff on key initiatives as they become more clear
6. **Working session:** Hold 1-2 working sessions for the Steering Committee at the mid-point and near the end of this phase of work to seek input, build toward consensus, and drive to decisions around key priorities.

At the end of this phase, Hynes will have a finalized student success profile, 5-year intended impact statement, and identified set of prioritized focus areas, strategies and initiatives most critical to achieving that intended impact, and 5-year financial model.

PHASE III: IMPLEMENTATION PLANNING (3 WEEKS)

1. **Phase II follow-up:** Revise conclusions and address any outstanding questions from Phase II of work.
2. **Implementation roadmap:** Develop a five-year timeline and sequencing of the activities for the work, synthesizing into an implementation roadmap with owners, with additional detail for the first 1-2 years

3. **Success measures:** Develop a preliminary set of metrics for the comprehensive set of strategies and determine how stakeholders will be held accountable to delivering against long- and short-term priorities
4. **Greenlight criteria/process:** If growth is part of 5-year plan, identify criteria that Hynes' board and staff will use to confirm/delay growth decisions moving forward
5. **Financial model:** Make any revisions and refinements to the financial model to reflect the estimated costs associated with the plan.
6. **Summary strategic plan document:** Develop an external-facing summary PowerPoint document that can be used to communicate key decisions made during the course of the strategic planning process. Seek feedback on this document from the Steering Committee via a short meeting and/or phone call.
7. **Internal facing plan:** Compile and revise internal facing PowerPoint that includes more detail around key decisions for use with internal stakeholders / during implementation phase of work.
8. **Working session:** Hold working session for the Steering Committee at the mid-point of this phase of work to seek input, build toward consensus, and drive to decisions around implementation planning and stakeholder engagement with the strategic plan

FINAL DELIVERABLES

- A 5-year strategic plan in the form of presentation (most likely PowerPoint) for use with stakeholders and funders to engage and excite them about Hynes' path forward
- Detailed internal-facing PowerPoint deck that summarizes key decisions made and data gathered
- An implementation roadmap that will guide the early planning and implementation of the work
- 3-4 steering committee sessions and facilitation to solicit input and drive to alignment around priorities

WHAT SUCCESS LOOKS LIKE

We work jointly with our clients to develop a shared definition of success, but propose the following as a starting point, based on what we heard from you thus far.

- Leadership of Hynes has a clear set of one year priorities that align to, and cascade from, a 5-year strategic plan; there is strong alignment around the strategic plan across the leadership team and the board of trustees.
- Leadership of Hynes and the board of trustees have increased understanding of the strengths and areas of opportunity on its path toward implementing the strategic plan, and a perspective on how to support Hynes to increase likelihood of success.

III. Roles and Responsibilities

Across all types of support provided, Bellwether designs the process, manages the project timeline around major milestones and deliverables, drives the data analysis, and facilitates discussions related to key decisions. We serve as the "arms and legs", but also play the role of "critical friend", challenging the thinking and bringing an objective, outside perspective informed by significant experience working with a variety of schools and education reform organizations.

At the same time, we expect our clients' leadership team and Board to be important thought partners throughout the process, to look critically at current assumptions and strategies and, at times, make tough tradeoffs. We expect to collaborate with the following stakeholders throughout the project (and at the outset, we jointly define more specifically how best to work together):

- **Steering Committee:** This team should include a small set of decision-makers who will play a significant role in reviewing the network health assessment, pressure testing emerging insights, discussing options for priority action steps, and then defining the path forward. This team engages in co-creation of materials and provides the most input and feedback to the process and the content, and should be available for regular touch-points throughout the work. They will then play a significant role in creating buy-in for any recommended changes. This often includes the Superintendent, other key members of the leadership team, one or more school principals, and one or more Board of Directors members and/or funders, and other key members. This group will meet roughly four times throughout the project (kickoff, end of phase I, and twice during phase II).
- **Project Lead:** This person will be the primary contact for the project. Upfront, this person will be most directly involved with facilitating information flow, including introductions to key staff and Board members; focus will then shift to reacting to draft output, providing feedback, participating in phone calls and working sessions, debating recommendations, and helping to troubleshoot across all of the phases of work as needed. If there are questions about minor adjustments to scope, as there often are, this person would respond to these questions. This should likely be Michelle Douglas.
- **Academic Lead:** This person will partner with our Academic Strategy Senior Adviser to support the process of codifying the core elements of the model and exploring ways in which the organization may choose to adapt the model to serve different populations.
- **Board of Trustees:** We believe engagement from the Board is critical to the success of the strategic planning process. Bellwether will interview members of the Board at the launch of the project to seek ingoing perspectives on key strategic planning questions. We are open to several ways that board members can participate in the planning process, including participating on the steering committee and receiving updates during board meetings. We can co-design a board engagement approach to fit Hynes' needs.
- **Financial model support:** Assuming that Hynes would like a 5-year financial model, we will need the time of the appropriate Hynes team member who can support the development of the financial model, and we will work with this person on key inputs to the model that come out of the strategic planning process.
- **Other key stakeholders as needed:** As noted, we will request time and input from other stakeholders (e.g., school leaders, non-academic staff, teachers, students and families), throughout the process. We will carefully use their time to avoid disrupting their primary work. These voices are critical to the success of the plan.

The combination of a strong process and rigorous content creation results in output that is actionable and that enjoys the support and buy-in from the key members of the Board, leadership and broader stakeholder community of Hynes who will make the plan happen.

IV. Organizational Capacity and qualifications

Bellwether Education Partners is a national nonprofit focused on dramatically changing education and life outcomes for underserved children. We do this by helping education organizations accelerate their impact and by working to improve policy and practice.

Bellwether envisions a world in which race, ethnicity, and income no longer predict opportunities for students, and the American education system affords all individuals the ability to determine their own path and lead a productive and fulfilling life.

Our work focuses on five core areas:

- Policy analysis and research
- Strategy and growth planning
- Organizational effectiveness and efficiency
- Implementation support
- Educational program evaluation

We believe that the only way to ensure all children have access to a high-quality education is to take a holistic approach by changing field-level policies and perceptions while strengthening and supporting individual organizations. Since many of the challenges organizations face are complex, they require multiple perspectives and areas of expertise.

Our team brings rich perspectives from our own on-the-ground experience with charter schools. We have an extensive understanding of the characteristics and challenges of charter schools and networks serving high-need communities, and of the external policy and contextual factors that affect charter creation, success, and growth. Our Strategic Advising leaders have served in leadership roles at Charter Management Organizations (CMOs), co-developed new charter schools, led school turnaround efforts, partnered with school leaders to drive whole school transformations, funded charter schools and STEM initiatives, served as teachers in low-income, high need communities, supported district turnaround efforts, and served on charter school boards. Our leaders also bring experience, training and tools from top private sector consulting firms such as Bain & Company, McKinsey, and BCG. These skills, combined with our deep education expertise, enable Bellwether to deliver unparalleled advice and planning on the issues that CMO leaders face across program, operations, human capital, finance, and governance.

SUMMARY OF SIMILAR WORK:

Bellwether has supported many charter networks through a strategic planning process.

Through this work, Bellwether has tailored advisory support to develop comprehensive plans, frameworks, exemplars, and resources used to enhance the thinking of leadership with respect to the possibilities for their organization. Select examples of our charter work include:

- Bellwether has worked with many small networks to develop strategic plans that enable very high quality results for students. We recently worked with Ingenuity Prep Public Charter School in Washington, D.C. to develop a vision for a small network of schools. We also partnered with City on a Hill (3-campus Boston network) and Philip's Academy Charter School (standalone Newark charter school). In early 2014, we completed a planning process for KIPP San Antonio. We supported KIPP in defining the core elements of its model and how the central office will support each school, focusing on the pace and financial model required to support growth and achieve financial sustainability.
- In 2013-14, Bellwether partnered with Harmony Public Schools to develop a strategic plan for the next five years, focused on balancing continued growth with deepening impact in cities with already-established schools. A critical part of the plan was evaluating school configurations and feeder patterns and determining the optimal go-forward school models to ensure both high-quality outcomes and financial sustainability. Bellwether supported rigorous financial and operational planning work through comprehensive stakeholder analysis (including outreach to all 2,000+

teachers and administrators), and has continued working with Harmony on implementing key elements of the plan (e.g., professional development strategy, compensation strategy, staffing optimization). Bellwether most recently supported Harmony on its successful Teacher Incentive Fund bid, securing \$27 million for continued investment in its human capital management systems.

- We worked with PAVE Schools, a CMO with one school in Brooklyn, NY and one in Raleigh, NC, to develop a strategic growth plan for the organization. We conducted site visits, interviewed stakeholders, and conducted research on the Brooklyn and North Carolina landscapes to understand PAVE's current strengths and challenges and identify ways for the organization to deepen and scale impact. Through this partnership we worked deeply with PAVE to define the go-forward organizational structure, including c-suite structure at the highest level as well as network and school roles needed over time to execute on the strategic plan. The process included both benchmarking of other organizations as well as an assessment of PAVE's unique organizational needs. Following the decisions about go-forward org structure, we worked deeply with PAVE to define and implement a decision-making structure (RAPID) in order to clarify decision rights and make decision-making more efficient and effective across the organization.
- In 2017 Bellwether supported Match Education by doing a deep dive into its school performance compared to its goals over time. We conducted school walk throughs and staff interviews and identified key gaps in the schools. We then focused on understanding Match's course pathways, school culture, and use of assistant teachers and tutors, and comparing Match's approach to the approach of several exemplar schools to identify common zones of practice in these areas. This work resulted in the adoption of clarified policies by the board and refined direction to the Head of School.

Finally, Bellwether has experience working with organizations and schools in New Orleans. We recently completed a project with New Schools New Orleans to support five schools/charter management organizations with a comprehensive readiness to grow assessment. In addition, we are currently supporting Collegiate Academies with evaluation on their 5 year EIR grant. Through these projects we have developed an understanding of the New Orleans area landscape, including demographics, outcomes, key stakeholders, and opportunities and challenges in the K-12 landscape. This familiarity will set us up to go deeper into the work faster because we have the baseline understanding of the local conditions.

V. Our Team

Evan Coughenour, Associate Principal (or similar profile) (50% of time allocated to project)

Evan Coughenour will manage the project, leading engagement with Hynes' leadership and facilitating the weekly calls and working sessions. Since joining the firm in late 2014, Evan Coughenour has worked with a range of public, private, and non-profit education organizations, including Building Excellent Schools, City on a Hill charter school, EL Education, EnrollIndy, Commit Dallas, and Microsoft. He played a key project management role on our RTG cohort work with Educate78. Evan has worked with these and other clients to develop strategic plans, build forward-looking financial models, develop regional and city-based strategies, and stand up project management offices (PMOs) focused on strategy implementation.

Before joining Bellwether, Evan worked for four years as a consultant and special assistant to the CEO at ASI Government, a government services firm based in Arlington, VA. Evan spent the summer of 2014 at A Better Chicago, a venture philanthropy fund that invests in social startups to improve education and workforce development in Chicago. Evan is a proud co-founder of the Chicago Booth

Education Group (BoothEd) and began his career as a sixth grade teacher and Teach For America Corps Member in the Congress Heights neighborhood of Southeast Washington, DC. Evan holds an MBA with Honors from The University of Chicago Booth School of Business, an M.A.T. in Elementary Education from American University, and a B.A. with Distinction in Psychology from Yale University.

Bill Durbin – Project Advisor (10% of time allocated to project)

Senior academic strategy adviser Bill Durbin will advise on the work, supporting the project lead in shaping the thinking and approach to the work and facilitation of the working sessions. Bill has helped charter management organizations and service providers address a wide range of strategic issues, from developing five-year strategic plans to more targeted initiatives around instructional program design and teacher development. Select client examples include: New Schools for New Orleans, Match Schools, EPIC Academy, Beta Academy, and Boston Schools Fund.

Prior to Bellwether, Bill has worked in the education field over the past 18 years, focusing on school leader management, school performance management, and network growth strategy. For the past two years, Bill served as the Chief of Schools at DSST Public Schools in Denver, Colorado. In this role, he was responsible for managing 12 schools and 5,000 students, leadership pipeline management, leader development programming, and the yearly school planning processes. Previous to DSST, Bill served as YES Prep Public Schools' Head of Schools from 2009-2014, where he was responsible for identifying, training, and managing school directors at the thirteen YES Prep schools serving 8,000 students in Houston, Texas.

Amy Chen – Consultant (or similar profile) (50% of time allocated to project, phases 1 and 2)

Strategic advising consultant Amy Chen will conduct much of the day-to-day analysis (e.g data analysis, interview synthesis) and support the creation of a financial model. Prior to joining Bellwether, Amy was the director of data & analytics at Boston Prep, a public charter school in Massachusetts serving students grades 6 through 12. At Boston Prep, Amy led the school's data systems, collaborated on the school's strategic plan, and supported the growth application, resulting in the Commissioner's recommendation for expansion of Boston Prep by 75%. Before Boston Prep, Amy was a consultant at Booz & Company, where she worked with Fortune 500 clients on operational strategy projects. Amy graduated cum laude from Columbia University with a bachelor's degree in Operations Research and minors in Art History and Economics.

VI. Budget:

We base our project costs on an estimate of time and effort required to complete our scope of work. We have also included in our budget the cost of travel to New Orleans for working sessions throughout the project.

| | |
|---|-----------------|
| Professional Fees* (includes 5% discount to reflect our commitment to small charter schools) | \$70,500 |
| Expenses (primarily for working sessions) | \$5,500 |
| Project Total | \$76,000 |

ORLEANS PARISH SCHOOL BOARD

Superintendent | Henderson Lewis, Jr., Ph.D.



July 24, 2018

Ms. Douglas,

We are excited about Hynes' interest in replicating their successful programming to another site. I write today confirming that we are in receipt of your request. As you know, under the newly adopted board policy related to replication requires that Hynes be an A or B school for three consecutive years and have a progress index score greater than 90.

Based on simulated data Hynes Progress Index for 2017 was 94.6 and the school has been an A for the preceding 3 years. Based on the data available to us at this time, our team believes it is likely that your school will be eligible to replicate for the 2019-20 school year and are comfortable tentatively listing your school in OneApp materials prior to the release of School Performance Data this fall. Upon the receipt of additional verified data, if Hynes is not eligible, the administration would be required to remove the second school from our listings, unless the school board were to waive or modify its policy.

As next steps:

- Our enrollment team will reach out to you to begin discussing your proposed enrollment priorities
- Your team should work to define any commitments by your proposed corporate partner for OPSB to determine the permissibility of the partnership and associated priorities
- Your team should work together with my team to continue discussing options for short term and long-term facility siting

Going forward, Thomas Lambert will serve as your point of contact to coordinate your replication next steps. Should you have any questions please feel free to connect with him directly or any member of the team.

Very sincerely,

Dr. Henderson Lewis, Jr.
Superintendent of Schools

Enclosure: Policy HA Automatic Replication Provisions

cc: Lee Reid, Hynes Counsel
Mary Garton, Assistant Superintendent
Amanda Aiken, Senior Chief and Portfolio Officer
Gabriela Fighetti, Chief of Student Access
Thomas Lambert, Executive Director of Innovation

ORLEANS PARISH SCHOOL BOARD

Superintendent | Henderson Lewis, Jr., Ph.D.



Policy HA Automatic Replication Provisions

Automatic Replication - A school not in its initial charter term, and meeting the standards for Automatic Renewal in accordance with La. Rev. Stat. 17:3992(A)(2)(c) shall be deemed eligible for automatic replication if:

- A. It has earned a school performance score of A or B for three consecutive years
- B. It is not labeled as "Urgent Intervention Required" by the Louisiana Department of Education due to performance on the Louisiana Department of Education's subgroup category;
- C. It is either:
 - 1) an elementary school with a progress index score of greater than 90; or
 - 2) a high school, serving grades 9-12, with an index score of greater than 85 in each component of the School Performance Score; or
 - 3) a combination school, serving both elementary and high school grades, that meets (c)(i) and (c)(ii) of this subparagraph.
- D. Written notification of intent to replicate shall be provided to the School Board by January 1st of the school year prior to the replication. Once notification has been provided, the replicating charter school and the Superintendent shall present a new charter agreement to the School Board for approval by not later than April 1st.
- E. The term of any new charter school created by this provision shall be set to equal the lesser of either five (5) years, or the remaining length of the charter agreement of the replicating school, in accordance with the provisions of this policy. In the case that the charter is set to five years, the new (i.e. replicated) school shall be subject to the Third Year Review and Extension standards established in section 8 of this policy.
- F. Including the replicated school, the operator may not operate more than 15% of the schools in Orleans Parish, unless this provision is suspended by the Superintendent in accordance with Part 2 Legal and Policy Requirements of Charter Schools, subsection (I)(9) of this policy.

Sincerely,

Dr. Henderson Lewis, Jr.
Superintendent, Orleans Parish School Board

Background Information for the OPSB – UNO – Hynes Replication Meeting

April 25, 2018

Goal: Expand our services of offering high quality public education in New Orleans by opening a new school to provide more seats for students; partner with UNO to replicate Hynes with a STEAM and French Immersion focus. Consider an eventual third site at the permanent location of Jean Gordon. With 3 elementary schools, a potential for a high school could be in our network.

Steps taken since November 2017:

- Hynes and UNO agree to partner, Board of Regents and Hynes Charter Board affirm concept
- Hynes met with Colleston to explore corporate partnership and discuss admissions
- UNO conducted space assessment and Hynes/UNO explored available existing buildings as a school site (Milneburg Hall and Liberal Arts were visited)
- Hynes completed RTG program with NSNO from February to April- all green rankings; facilities and financing were identified as gaps needed to make this work
- Hynes entered CSGF phase II; hosted on site meeting
- Hynes hosted a faculty charrette to brainstorm programming and school symbols
- Hynes met with small teams of UNO faculty to brainstorm the potential for this partnership; all felt like we could develop a pipeline of traditionally certified teachers and address a way for UNO students to have a positive one year internship
- Hynes met with Rep. Hilferty and State Supt. John White; both agreed to support the plan and felt like this UNO/Hynes location could be a showcase for the state's plan to certify teachers
- Hynes had a brief meeting with Rep. Skinner to give overview; more needed here
- Hynes met with Caroline Roemer to learn more about facilities options and garner support
- Hynes met with a local banker to understand bonds, NMTC, and other financial planning strategies
- Hynes met with UNO and prioritized options for facilities; a new location aligned with Franklin's location was identified
- Hynes met with Board Member Usdin; enroll NOLA demand is evident

Timeline:

- Secure both a temporary site for the 2019-20 school year (Jean Gordon) and a permanent location to support for our growth plan and demand
 - Announce the school's opening in time to enter the first round of Enroll NOLA first in November 2018
 - Generate whatever public support and external engagement would be necessary to adopt a plan
-



THE UNIVERSITY of NEW ORLEANS

Contact:

Adam Norris

Chief Communications Officer

(504) 280-6939

amnorris@uno.edu

news.uno.edu

FOR IMMEDIATE RELEASE

University of New Orleans and Hynes Charter School Propose PK-8 STEAM Charter School

(October 31, 2017 New Orleans, La.)- The University of New Orleans is exploring the feasibility of replicating a new Edward Hynes K-8 Charter School focused on science, technology, engineering, arts and mathematics (STEAM) on its campus.

The University of New Orleans has approval from the University of Louisiana System Board of Supervisors to proceed on a conceptual framework to replicate Hynes. Hynes is a high-performing, open admissions, A-rated, K-8 charter school located in Lakeview that opened in 2006 with UNO as a formal partner and with designated UNO positions on its board of directors. The school is a UNO professional development school for students enrolled in its education programs.

Nearly 600 students applied to Hynes for 100 available seats for the current academic year, according to Hynes CEO Michelle Douglas. Hynes is a significant feeder school for Benjamin Franklin High School, which is already located on UNO's campus.

"I am excited to collaborate on this potential partnership," UNO President John Nicklow said. "It stands to reenergize our course offerings for our next generation of teachers and creates expanded research, professional development and observation opportunities for our programs. It is also well aligned with our commitment to our community and its children. Over the decades, the University of New Orleans has prepared more educational personnel than any other university in the metro area. We will continue to serve that critical need that is so important to the city's future."

"For several years, the Hynes Charter School team has been seeking an opportunity to serve more students and train more teachers in our successful goal-focused charter model," said Hynes CEO Douglas. "This potential partnership with the University of New Orleans would

allow us to expand the number of families we serve and the number of leaders and teachers we develop.”

The University of Louisiana System Board of Supervisors supported the plan that targets opening a K-1 school in 2019 and expanding to additional grades in subsequent years.

-30-

The University of New Orleans (UNO) is a major research university in one of the world’s most fascinating cities. For more than 50 years, it has been one of the city’s foremost public resources, offering a diverse set of world-class, research-based programs, advancing shared knowledge and adding to the city’s industry, culture and economy. Since 1958, UNO has educated students from all 64 Louisiana parishes, all 50 states in the United States and more than 130 countries. Today UNO offers more than 40 undergraduate and pre-professional programs and more than 40 graduate programs.

Hynes Charter School is SACS (Southern Association of Colleges and Schools) accredited with an “A” rating. Hynes offers a challenging academic curriculum that includes a progressive literacy program, gifted and talented courses, a partnership with the UNO College of Education, classes in art, instrumental music, vocal music, library, theater and physical education. It boasts an exceptionally low student-teacher ratio of 18:1. The Hynes staff is 100 percent certified with over 40 percent holding Masters Degrees or higher in Education. In addition, Hynes offers a French Immersion program for grades Kindergarten-thru-5th that instructs students in Math, Science, and Social Studies using the French language in an applied manner. Students enrolled in traditional classes are also enrolled in 30 minutes of French language per day. Hynes is proud of the collaborative culture that it fosters with distributed leadership and shared decision-making.

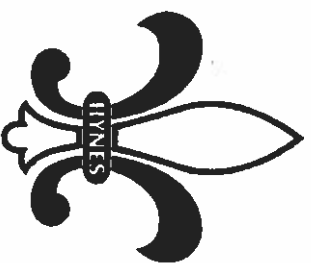


Edward Hynes Charter School



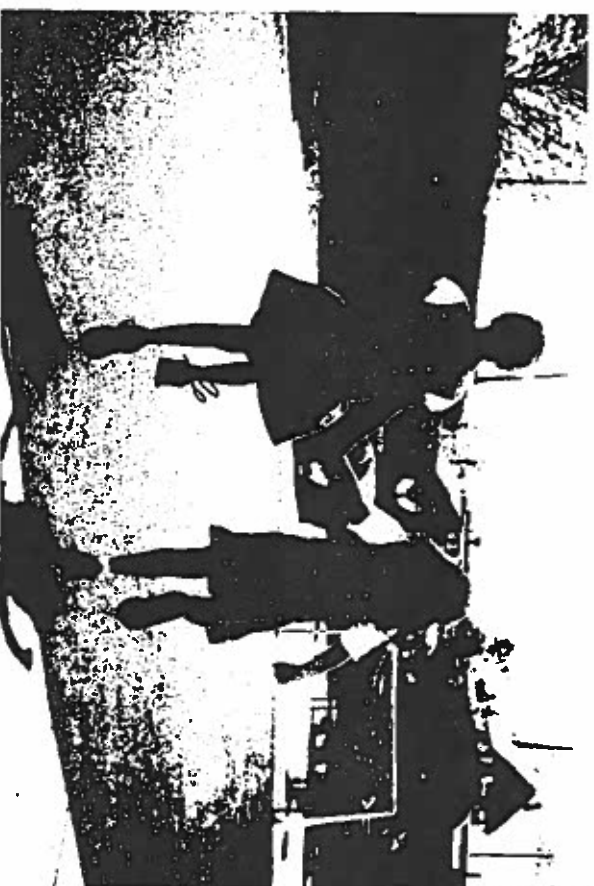
UNO CYSE School Visit

12/2018



Purpose of the Tour

- ▶ To learn about our goal-focused model and feel the culture
- ▶ To visit classrooms to see instructional practices
- ▶ To communicate timelines
- ▶ To discuss the potential of this partnership





History

1952- Founded

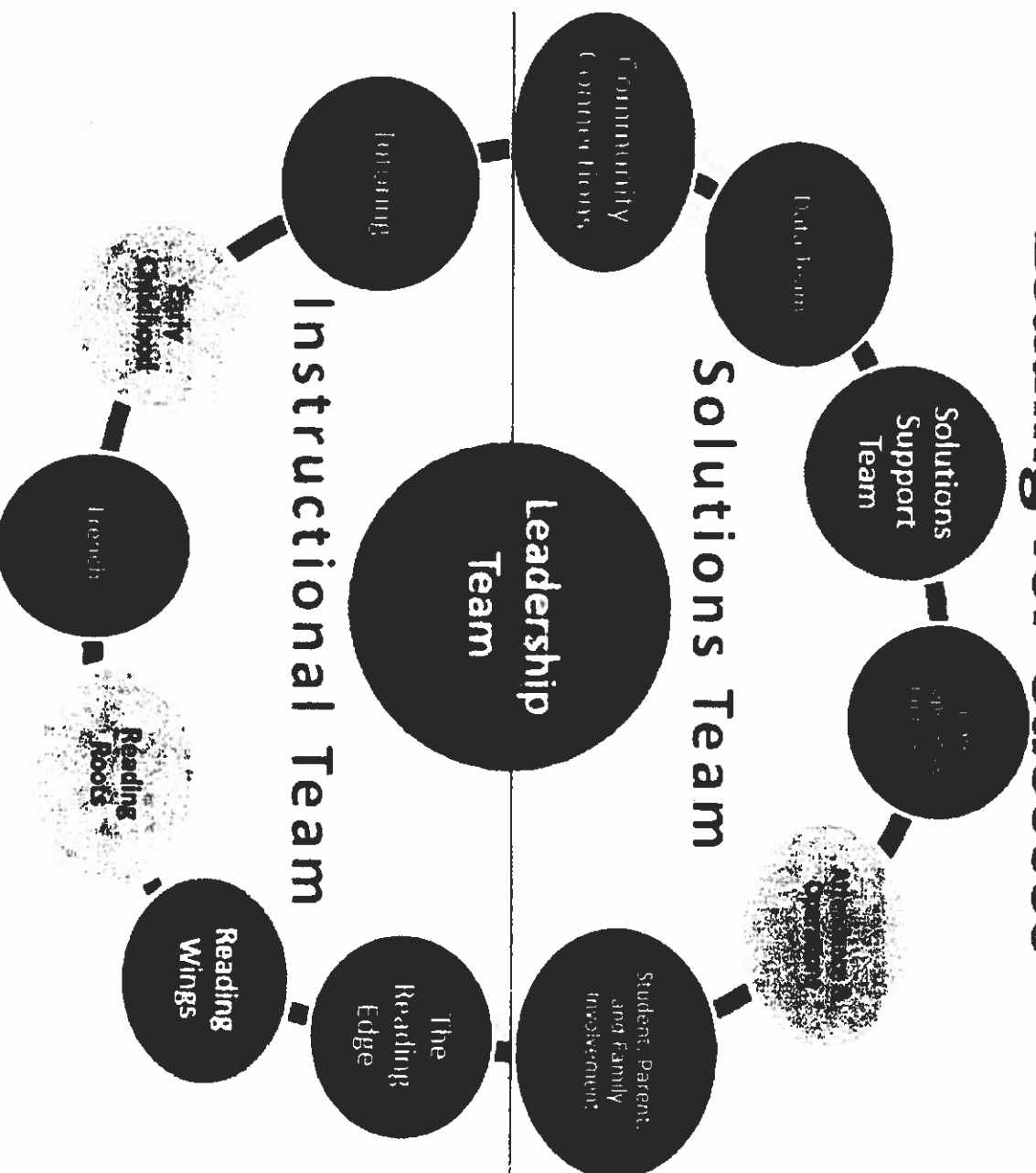
2005- Type 3

2012- Back to Lakeview

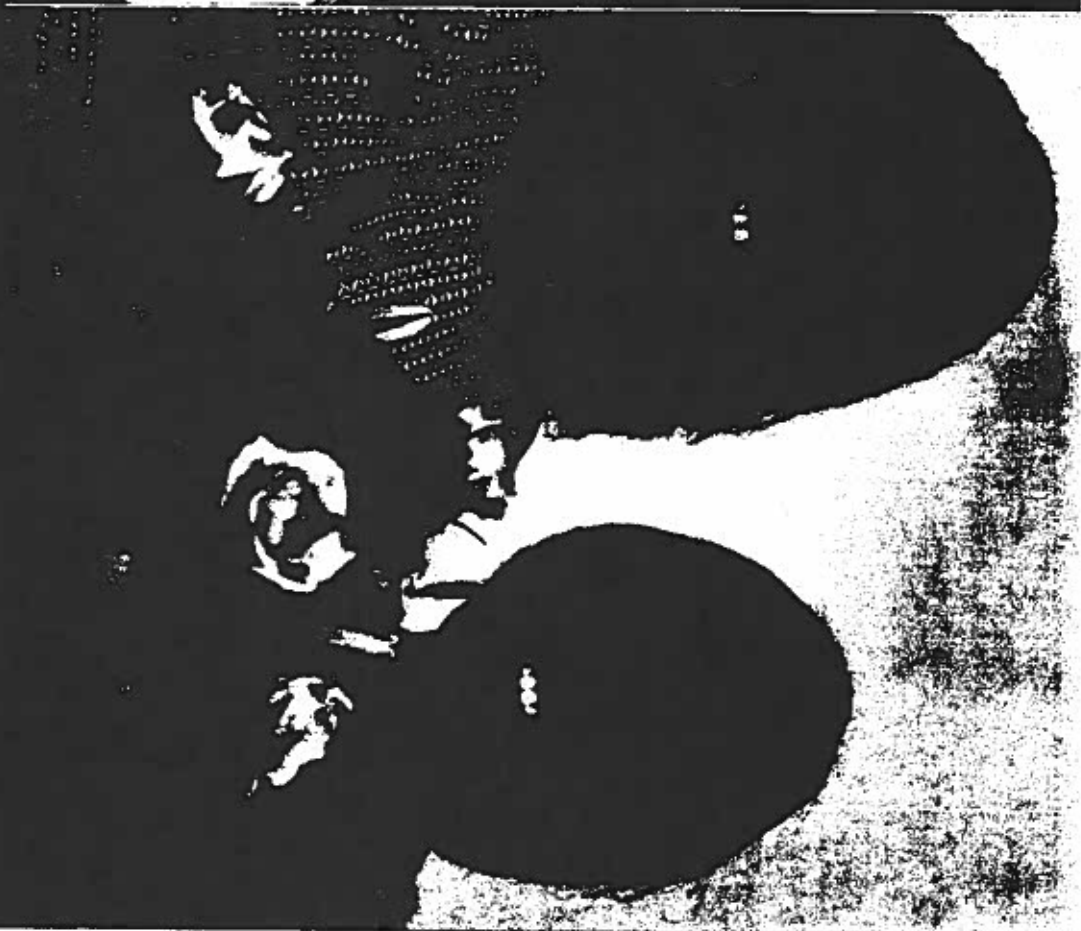
*Leadership
&
Goal Setting*

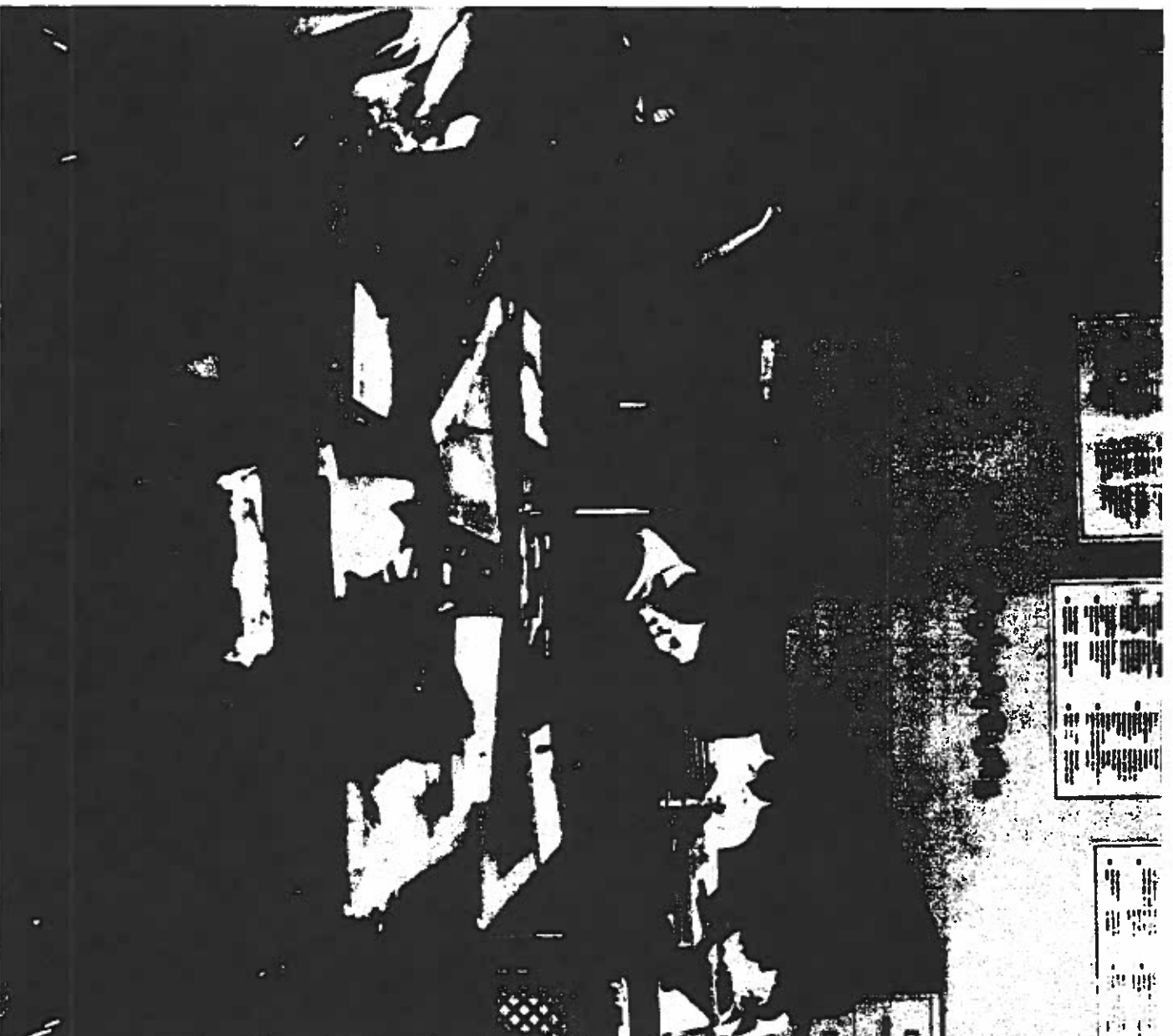
148 Model

Leading for Success



Staff





LA Student Standards

**Programs:
KIDsmART**

Success For All

CKLA

Eureka

PLTW

French

Immersion

Volunteers & PTO

School Climate

Husky High Five

Be Cooperative

Be Kind

Be Respectful

Be Peaceful

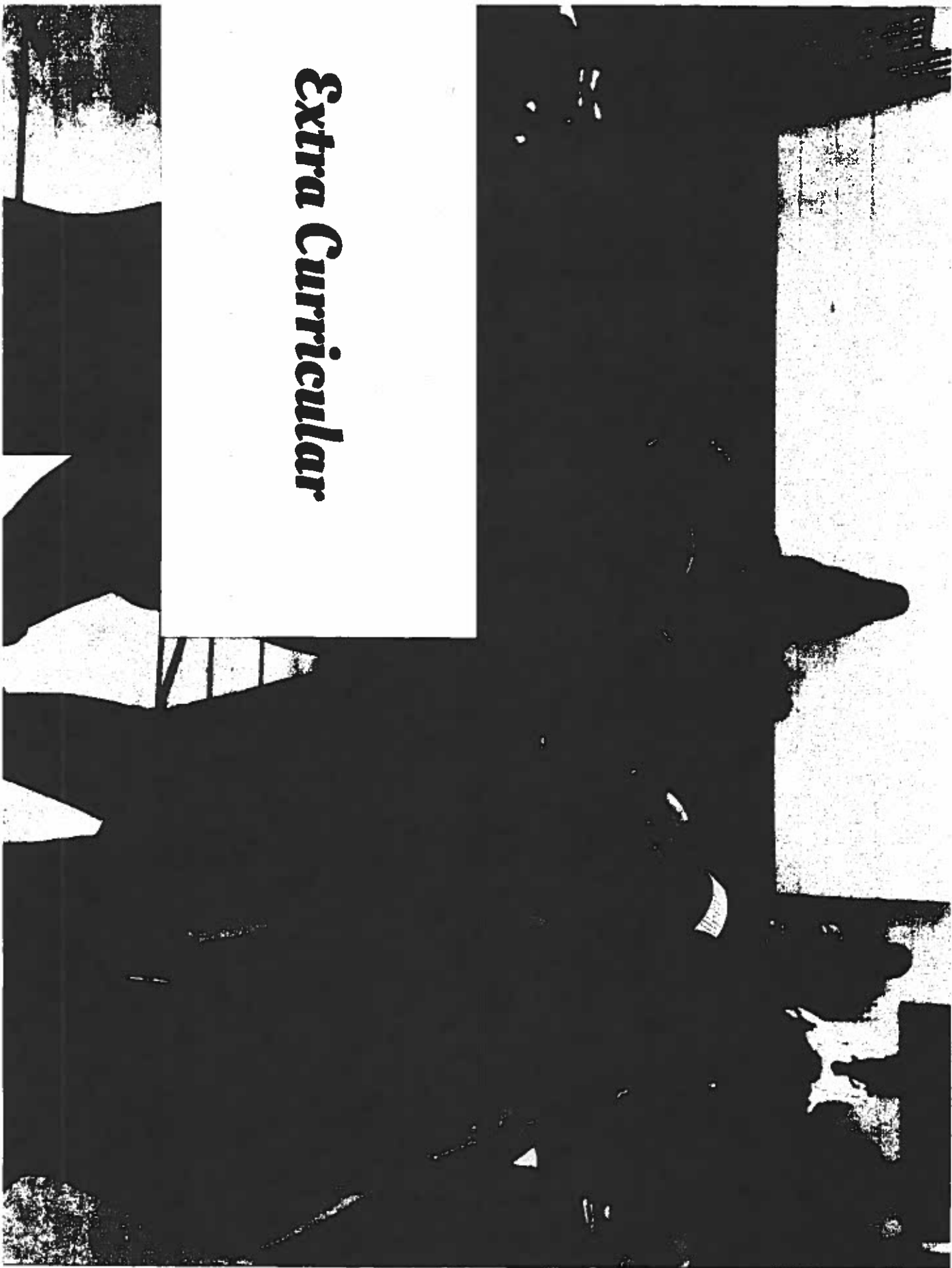
Be Safe



Celebrations!



Extra Curricular



School Tour



Enrollment



Timeline August 2019 Opening



Partnership Potential

STEAM

School Culture

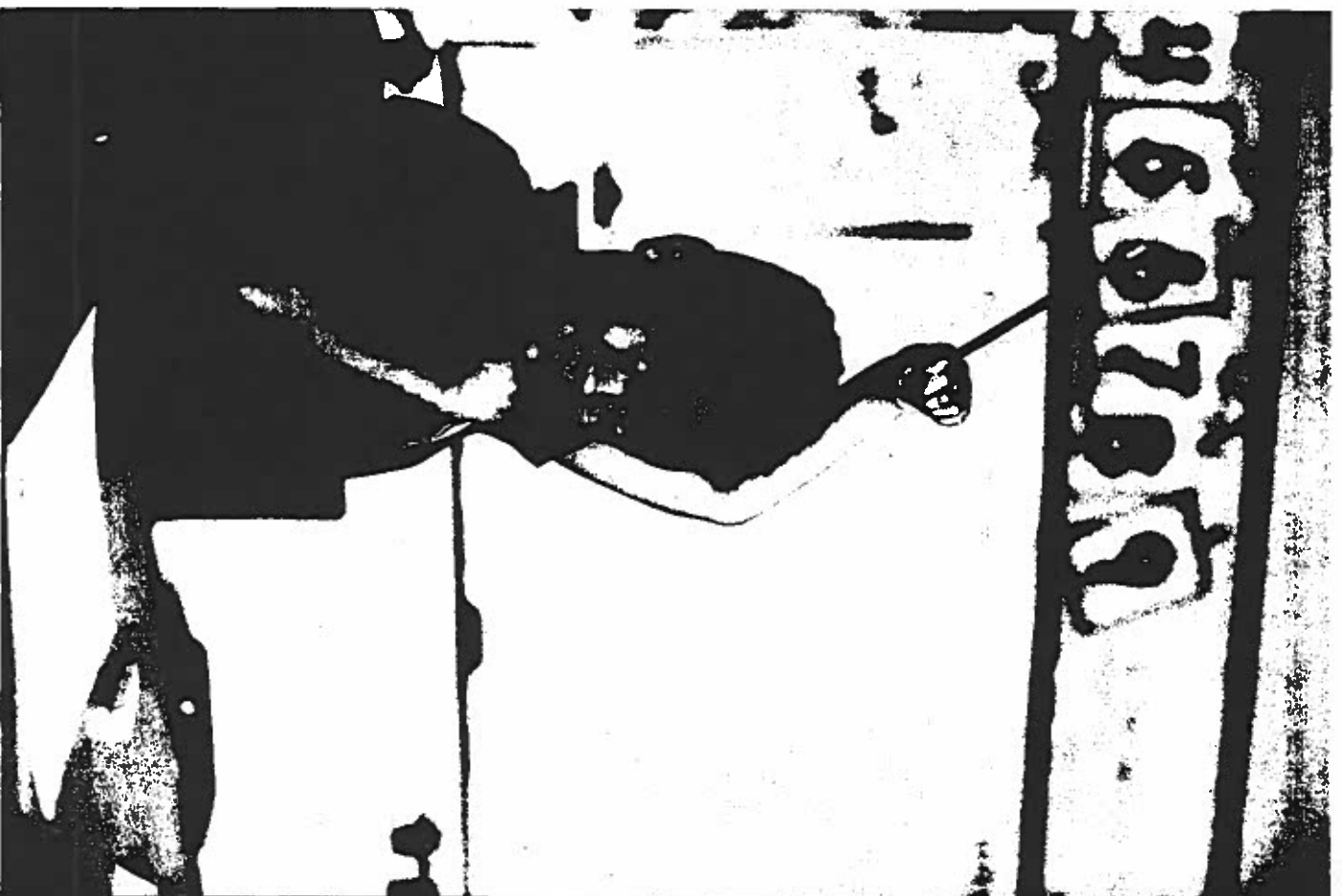
Signs & Symbols

Hynes & UNO Collaboration

STEAM



School Culture

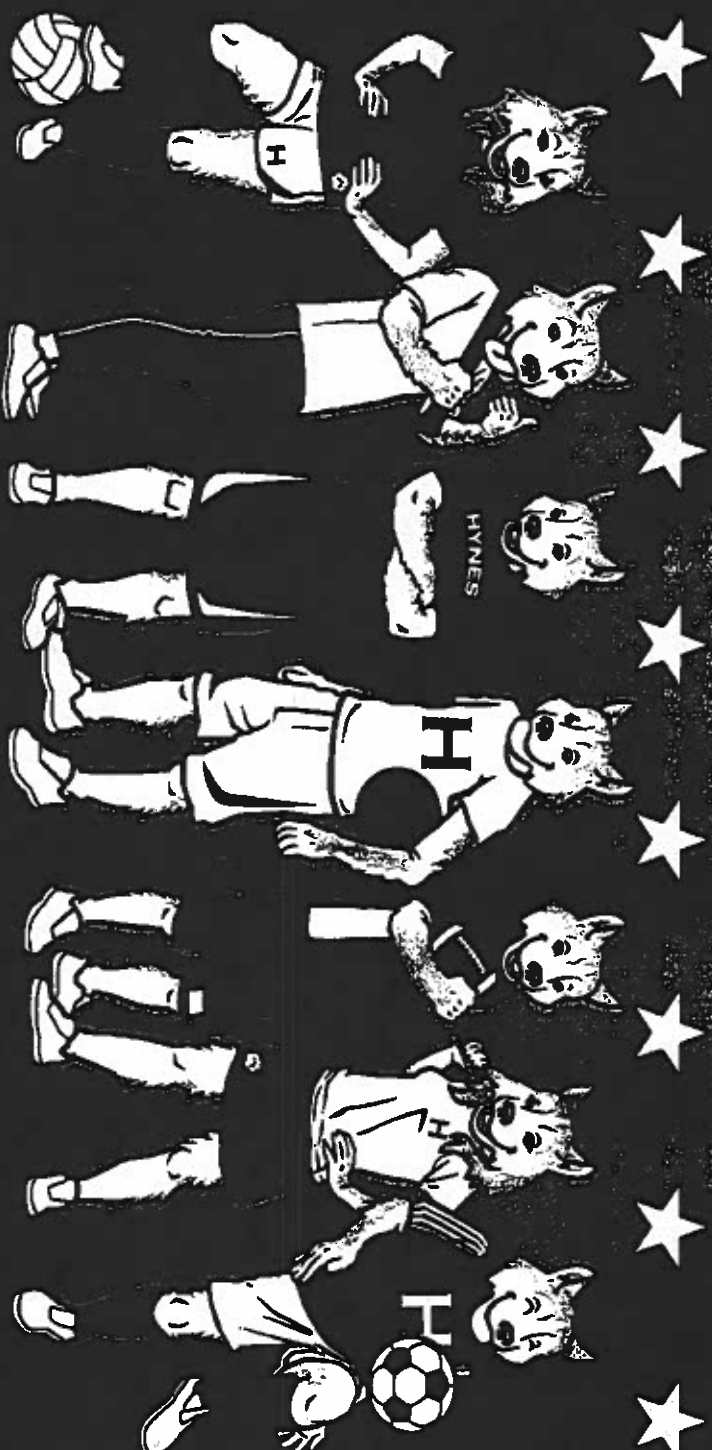


Signs & Symbols

Hynes & UNO Collaboration



HYNES ALL STARS



One Team. One Mission.

MEMORANDUM OF UNDERSTANDING

Between

**University of New Orleans
New Orleans, Louisiana, USA**

And

**Hynes Charter
School**

Concerning

Cooperation in K-16 Education

THIS MEMORANDUM OF UNDERSTANDING ("MOU" or "Agreement"), dated effective March 1, 2018 ("Effective Date"), is entered into by and between the University of New Orleans and Edward Hynes Charter School, hereinafter the "Partners."

WHEREAS, the students and faculty members of both Partners wish to benefit from the furtherance of the exchange of individuals in the field of education;

WHEREAS, the Partners desire to expand scholarly ties, facilitate academic cooperation, and promote mutual understanding between their respective academic communities;

WHEREAS, the Partners agree to promote the establishment of a program of student and scholarly exchange with the aim of enhancing educational cooperation between the teachers of Edward Hynes Charter School and the University of New Orleans;

NOW, THEREFORE, for the consideration hereinafter named, the Partners agree to the following framework for affiliation:

Article 1

The objective of the Partners shall be to create a framework for enriching the experiences of students at Hynes Charter School by lending knowledge and expertise to encourage innovative teaching methods.

Article 2

The intention is to promote exchange in a wide variety of fields and courses of study and/or to consider including opportunities to advance the organization, governance and operations of both schools. Hynes Charter School shall serve as a professional development location for pre-service teachers and education interns.

Article 3

Both Partners agree that there are no financial obligations created by this agreement, only those services offered as in-kind.

Article 4

The Partners shall nominate program administrators who shall be responsible for facilitating discussions and arrangements.

Article 5

With the signing of the Memorandum, the Partners agree to discuss the concrete terms and provisions necessary to implement specific programs within the general framework of cooperation. Such terms and provisions as may be agreed upon shall be embodied in an articulation or friendship agreement to be signed by the participating institutions prior to the initiation of a program.

Article 6

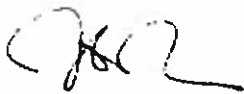
This agreement will take effect at the time it is signed by both Partners and it will last for a period of three (3) years from the effective date. The Partners will confer concerning the renewal of the MOU six (6) months prior to its expiration. This MOU may be terminated at any time upon the written notice of either party no less than six (6) months prior to the termination date wished, with the understanding that any existing commitments to students will be honored.

Article 7

Additional projects to enhance educational cooperation between the Partners may be agreed upon at any time.

Article 8

This document is executed in English and will consist of two originals.



John W. Nicklow
President
The University of New Orleans
Date 5/7/2018



Michelle B. Douglas
Principal/Chief Executive Officer
Edward Hynes Charter School
Date 5-7-18

Dear Colleagues,

As you may be aware, the University is partnering with Hynes Charter School to open a new K-8 campus that will focus on science, technology, engineering, arts and mathematics. The school will be built and operated by Hynes and will be called Hynes Charter School-UNO. It will be initially located in the Jean Gordon School building at 6101 Chatham Dr. before we identify a long-term solution here on campus. The school will begin enrolling approximately 75 kindergarteners in the fall of 2019 and will add a grade each subsequent year.

The University is working closely with Hynes and the Orleans Parish School Board, and it is our intention that the eligible-age children of our full-time employees who live in Orleans Parish be given priority in the Enroll NOLA admissions process. If you would like for your rising-kindergartener to be considered for admission at Hynes Charter School-UNO this fall, please fill out the form available [here](#) and return it to hr@uno.edu. This information will be routed to Hynes, which will be in touch with next steps when they become available.

I am excited about the developments in our partnership with one of the most high-performing K-8 schools in the state. I hope this will benefit our employees and their families for many years to come.

UNO Proud,

John

Letter of Intent
August 7, 2018

The Friends of Hynes, Inc. ("Friends") and the University of New Orleans, ("UNO"), agree to negotiate in good faith, and to use their reasonable best efforts to enter into a cooperative endeavor agreement on or before January 1, 2019, which includes the use of real property for the purpose of constructing a K-8 public charter school facility (the "Proposed Transaction").

1. **The Project.** Friends will develop, finance, erect, construct, and support Hynes Charter School Corporation in the operation of a K-8 public charter school facility, including infrastructure, parking and other related facilities, which will provide important and necessary education services to the residents of Orleans Parish, Louisiana. The provision of the Project by Friends will relieve the obligations of UNO to maintain the property, will provide an educational opportunity through a fifteen (15%) percent enrollment preference for the dependent children of full time employees of UNO and will provide an enhanced entrance for the UNO campus.
2. **Real Property.** UNO will lease to Friends that certain land located in Orleans Parish (the "Property").
3. **Rent.** UNO will lease the Property to Friends for an annual rental of one dollar.
4. **Term.** The term of the cooperative endeavor agreement will be for ninety-nine (99) years.

To the greatest extent possible, the parties agree to treat confidentially (and cause its affiliates, agents, management, employees, and representatives to maintain such confidentiality) all proprietary information concerning or relevant to the other and its business and the Proposed Transaction, except as hereinafter provided. If the obligations of the parties relating to this Letter of Intent are terminated, the party who received proprietary information pursuant to this paragraph (the "Interested Party") will return all proprietary information furnished to it by a disclosing party (the "Disclosing Party") and all copies thereof or destroy the same upon the Disclosing Party's written request. The above limitations on use and disclosure shall not apply to information which (a) was known to the Interested Party before receipt thereof from the Disclosing Party; (b) is learned by the Interested Party from a third party entitled to disclose it; (c) becomes known publicly other than through the Interested Party, or (d) is required by law or court order to be disclosed by the Interested Party.

The parties to this Letter of Intent shall bear their own respective expenses incurred in connection therewith, including, without limitation, all fees and expenses of their respective agents, representatives, counsel, and accountants.

This Letter of Intent shall terminate upon the execution of the proposed Cooperative Endeavor Agreement, or if no Cooperative Endeavor Agreement is executed, then this Letter of Intent shall terminate on July 1, 2019].

This Letter of Intent is not binding upon Hynes or UNO and is subject to the negotiation and execution of definitive, legally binding, written documents between Friends, in support of an in

conjunction with, Hynes Charter School Corporation and UNO, including a cooperative endeavor agreement.

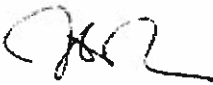
This Letter of Intent shall be governed by and interpreted in accordance with the laws of the State of Louisiana.

This Letter of Intent may be executed by the parties hereto by facsimile signature and in one or more counterparts, each of which shall be deemed an original and each of which shall constitute one and the same instrument.

By executing this Letter of Intent, the representatives of the parties confirm that they are duly authorized to execute this Letter of Intent.

AGREED AND ACCEPTED:
University of New Orleans

AGREED AND ACCEPTED:
Friends of Hynes, Inc.


By: _____
John W. Nicklow, PhD, PE, PH, DWRE
President


By: _____
Name: Timothy P. Ryan, Ph.D.
Title: President of Board of Directors

Date: 11/12/2018

Date: 11/12/18

MEMORANDUM OF UNDERSTANDING

This **MEMORANDUM OF UNDERSTANDING** ("**MOU**") is made and entered into as of _____, 2019 by and among Hynes Charter School Corporation, a Louisiana nonprofit corporation ("**Hynes**"), Friends of Hynes, a Louisiana nonprofit corporation ("**Friends of Hynes**"), and University of New Orleans ("**UNO**"), a public Louisiana university under the management and control of the Board of Supervisors (the "**Board**"), the governing Board for the University of Louisiana System ("**UL System**") by operation of law, collectively the "**Parties**".

RECITALS

WHEREAS, Hynes is a Louisiana nonprofit formed for the purposes of operating charter schools in Orleans Parish, Louisiana and providing quality education shaping leaders for a changing world;

WHEREAS, Hynes is authorized to operate a new charter school called Hynes Charter School at UNO in Orleans Parish, Louisiana (the "**Charter School**") pursuant to that certain Type 1 Charter School Operating Agreement with an Effective Date of July 1, 2019 (the "**Charter Agreement**"), a true and correct copy of which is attached hereto as Exhibit A;

WHEREAS, Friends of Hynes is a Louisiana nonprofit corporation formed for the purpose of providing support to Hynes and is a type II supporting organization to Hynes;

WHEREAS, UNO is a Louisiana university created by operation of law for the purpose of serving national and international students and enhancing the quality of life in New Orleans, the state, the nation, and the world, by participating in a broad array of research, service learning, cultural and academic activities;

WHEREAS, UNO will submit this MOU for approval to the UL System Board at its February 22, 2019 meeting to proceed with the development and execution of a lease agreement (the "**Lease**") for property on the campus of UNO, to be more fully identified in the Lease, to Friends of Hynes who in turn will design and construct, at its sole cost, a facility to house a charter school and will execute a sublease (the "**Sublease**") with Hynes to provide quality education for K-8th students in the area.

WHEREAS, UNO desires to execute the Lease to Friends of Hynes of a certain parcel of property on UNO's campus, to be determined, for One Dollar (\$1.00) per year, under the authority granted to it in accordance with La. R.S. 17:3361, for the purpose of constructing the new school building or buildings (the "**Project**"), which upon completion will be leased by Friends of Hynes to Hynes, for a term no less than the term of the Charter Agreement, for Hynes to use in the operation of the Charter School with the terms and conditions of the lease mutually acceptable to UNO through its Board, Friends of Hynes and Hynes and proceeding in accord with the legal requirements under La. R.S. 17:3361. ;

WHEREAS, the Project will result in positive exposure of UNO's commitment to the community and offer benefits to the UNO community, its faculty, staff and students in a number

of ways, including but not limited to: energizing course offerings for next generation teachers, including expanded research and observation opportunities with elementary students; additional enrollment by Hynes faculty and staff, an increased pipeline (Hynes and BFHS graduates) to UNO – a PK-20 site; opportunities for collaborative efforts to provide professional development offerings for city charter schools; increase accessibility for children of UNO employees to high quality elementary education opportunities; provide collaborative grant opportunities with increased funding for programs and research; exploration of possible shared service agreements with economic savings (food, utilities, IT, facilities, etc.) and access to K-8 summer camp enrollment.

WHEREAS, in consideration of UNO's Lease of Project Parcel to Friends of Hynes, Hynes desires to provide to UNO an enrollment preference for dependent children of UNO's permanent employees pursuant to LSA-RS § 17:3991.1; and

WHEREAS, Hynes, Friends of Hynes and UNO desire to enter into this MOU in order to memorialize the foregoing Recitals and the other terms and conditions provided for herein pursuant to LSA-R.S. 17:3991.1 to evidence their intent to execute a Lease and Sublease in accordance with R.S. 17:3361, et seq. and to enter into future agreements of benefit to the Parties.

AGREEMENT

NOW, THEREFORE Hynes, UNO and Friends of Hynes enter into this MOU to evidence their intent to execute a Lease, Sublease and other mutually beneficial future agreements:

Section 1. Covenants of UNO. UNO covenants and agrees:

(a) to execute the Lease of the agreed upon Project Parcel to Friends of Hynes at the cost of One Dollar (\$1.00) annually, to be used solely for the purpose of the construction of the Project;

(b) the Project Parcel will be property on the UNO's main lakefront campus to be agreed upon by the Parties hereto and identified in the mutually-agreed upon Lease upon execution by the Parties that consists of at least ____ acres and is accessible for school traffic demands;

(c) to identify mutually beneficial projects with Hynes including professional development, programming and sponsorship of associated events and activities in betterment of Hynes, its staff and its students and UNO; and

(d) to execute any and all documents necessary to consummate the transactions contemplated herein.

Section 2. Covenants of Friends of Hynes. Friends of Hynes covenants and agrees:

(a) to enter into referenced mutually-agreeable Lease with UNO, for the purpose of construction of the Project;

(b) to pursue in good faith the financing and construction the Project on Project Parcel;

(c) to share with Hynes responsibility for all ordinary upkeep, maintenance and repairs of the leased premises, except for any repairs which are necessitated in whole or in part through the fault or neglect of UNO and to provide, install and pay for all cost and expenses associated with equipment necessary to conduct the charter school business on the leased premises.

(d) once the Project is complete, to enter into a Sublease agreement with Hynes for use the Project Parcel and Project for the operation of the Charter School for a term not less than the duration of the Charter Agreement; and

(e) to execute any and all documents necessary to consummate the transactions contemplated herein.

Section 3. Covenants of Hynes. Hynes covenants and agrees:

(a) to operate the Charter School in accordance with its Charter Agreement;

(b) to execute a Sublease with Friends of Hynes for the Project Parcel and Project and to use such property in the operation of the Charter School;

(c) to include in the Charter Agreement appropriate provisions wherein Hynes agrees to a fifteen (15%) percent enrollment preference for dependent children of permanent employees of UNO, as the definition of permanent employees is determined by UNO; and

(d) to execute any and all documents necessary to consummate the transactions contemplated herein.

Section 4. The Project. The Parties agree that the Project construction shall proceed under the legal parameters of R.S. 17:3361 subject to all applicable laws, with Hynes and Friends of Hynes design models with structural design standards reviewed by State facility Planning to ensure International Building codes and ADA standards are incorporated.

Section 5. The Charter School. The Parties agree that, subject to the terms and conditions of the Charter Agreement, Hynes will have exclusive control over all operational aspects of the Charter School, including, but not limited to, academics, human resources, and contracts with service providers.

Section 6. Enforcement.

Section 6.1. MOU is a Preliminary Understanding. The preliminary understandings expressed in this MOU are subject to and conditioned upon (a) the negotiation and execution by the Parties of a mutually-acceptable Lease and Sublease, (b) Friends of Hynes securing satisfactory financing for the Project and (c) Hynes obtaining and maintaining the "Charter Agreement".

Section 6.2. Remedies for Breach. In the event that any party breaches this MOU, the sole and exclusive remedy will be termination of this MOU; provided that the party breaching this MOU shall be given written notice and a reasonable opportunity to cure its breach (such opportunity to cure not to exceed 90 days from receipt of written notice of breach).

Section 7. Miscellaneous.

Section 7.1 Assignment. This MOU is personal to each of the Parties hereto, and neither party may assign or delegate any rights or obligations hereunder without first obtaining the written consent of the other party.

Section 7.2 Amendments, Supplements, and Modifications. No amendment or modification to this MOU shall be valid unless and until executed in writing by the duly authorized representatives of each party to this MOU.

Section 7.3 Third Party Beneficiaries. This MOU is entered into for the exclusive benefit of the Parties, and the Parties expressly disclaim any intent to benefit anyone not a party hereto.

Section 7.4 Negation of Partnership, Joint Venture and Equity Interest. Except to the extent necessary for UNO to qualify under LSA-RS § 17:3991.1C, nothing contained in this MOU shall constitute or be construed to be or to create a partnership, joint venture or other venture among Hynes, Friends of Hynes and/or UNO.

Section 7.5 Headings. The headings of this MOU are for convenience of reference only and shall not form part of, or affect the interpretation of, this MOU.

Section 7.6 Severability. In the event that any provision of this MOU is invalid or unenforceable under any applicable statute or rule of law, then such provision shall be deemed inoperative to the extent that it may conflict therewith and shall be deemed modified to conform with such statute or rule of law. Any provision hereof which may prove invalid or unenforceable under any law shall not affect the validity or enforceability of any other provision hereof.

Section 7.7 Execution in Counterparts. This MOU may be executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

Section 7.8 Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Louisiana.

Section 7.9 Recitals. The foregoing recitals are hereby incorporated into and made a part of this MOU, including all defined terms referenced therein.

[Signatures to Follow]

[Signature Page to MOU]

IN WITNESS WHEREOF, the undersigned have executed this MOU as of the ____
day of _____, 2019.

HYNES CHARTER SCHOOL CORPORATION

By: _____

Name: _____

As Its: _____

FRIENDS OF HYNES

By: _____

Name: _____

As Its: _____

UNIVERSITY OF NEW ORLEANS

By: _____

Name: _____

As Its: _____

EXHIBIT A
CHARTER AGREEMENT

MEMORANDUM OF UNDERSTANDING

This **MEMORANDUM OF UNDERSTANDING** ("**MOU**") is made and entered into as of _____, 2019 by and among Hynes Charter School Corporation, a Louisiana nonprofit corporation ("**Hynes**"), Friends of Hynes, a Louisiana nonprofit corporation ("**Friends of Hynes**"), and University of New Orleans ("**UNO**"), a public Louisiana university under the management and control of the Board of Supervisors (the "**Board**"), the governing Board for the University of Louisiana System ("**UL System**") by operation of law, collectively the "**Parties**".

RECITALS

WHEREAS, Hynes is a Louisiana nonprofit formed for the purposes of operating charter schools in Orleans Parish, Louisiana and providing quality education shaping leaders for a changing world;

WHEREAS, Hynes is authorized to operate a new charter school called Hynes Charter School at UNO in Orleans Parish, Louisiana (the "**Charter School**") pursuant to that certain Type 1 Charter School Operating Agreement with an Effective Date of July 1, 2019 (the "**Charter Agreement**"), a true and correct copy of which is attached hereto as Exhibit A;

WHEREAS, Friends of Hynes is a Louisiana nonprofit corporation formed for the purpose of providing support to Hynes and is a type II supporting organization to Hynes;

WHEREAS, UNO is a Louisiana university created by operation of law for the purpose of serving national and international students and enhancing the quality of life in New Orleans, the state, the nation, and the world, by participating in a broad array of research, service learning, cultural and academic activities;

WHEREAS, UNO will submit this MOU for approval to the UL System Board at its February 22, 2019 meeting to proceed with the development and execution of a lease agreement (the "**Lease**") for property on the campus of UNO, to be more fully identified in the Lease, to Friends of Hynes who in turn will design and construct, at its sole cost, a facility to house a charter school and will execute a sublease (the "**Sublease**") with Hynes to provide quality education for K-8th students in the area.

WHEREAS, UNO desires to execute the Lease to Friends of Hynes of a certain parcel of property on UNO's campus, to be determined, for One Dollar (\$1.00) per year, under the authority granted to it in accordance with La. R.S. 17:3361, for the purpose of constructing the new school building or buildings (the "**Project**"), which upon completion will be leased by Friends of Hynes to Hynes, for a term no less than the term of the Charter Agreement, for Hynes to use in the operation of the Charter School with the terms and conditions of the lease mutually acceptable to UNO through its Board, Friends of Hynes and Hynes and proceeding in accord with the legal requirements under La. R.S. 17:3361. ;

WHEREAS, the Project will result in positive exposure of UNO's commitment to the community and offer benefits to the UNO community, its faculty, staff and students in a number

of ways, including but not limited to: energizing course offerings for next generation teachers, including expanded research and observation opportunities with elementary students; additional enrollment by Hynes faculty and staff, an increased pipeline (Hynes and BFHS graduates) to UNO – a PK-20 site; opportunities for collaborative efforts to provide professional development offerings for city charter schools; increase accessibility for children of UNO employees to high quality elementary education opportunities; provide collaborative grant opportunities with increased funding for programs and research; exploration of possible shared service agreements with economic savings (food, utilities, IT, facilities, etc.) and access to K-8 summer camp enrollment.

WHEREAS, in consideration of UNO's Lease of Project Parcel to Friends of Hynes, Hynes desires to provide to UNO an enrollment preference for dependent children of UNO's permanent employees pursuant to LSA-RS § 17:3991.1; and

WHEREAS, Hynes, Friends of Hynes and UNO desire to enter into this MOU in order to memorialize the foregoing Recitals and the other terms and conditions provided for herein pursuant to LSA-R.S. 17:3991.1 to evidence their intent to execute a Lease and Sublease in accordance with R.S. 17:3361, et seq. and to enter into future agreements of benefit to the Parties.

AGREEMENT

NOW, THEREFORE Hynes, UNO and Friends of Hynes enter into this MOU to evidence their intent to execute a Lease, Sublease and other mutually beneficial future agreements:

Section 1. Covenants of UNO. UNO covenants and agrees:

- (a) to execute the Lease of the agreed upon Project Parcel to Friends of Hynes at the cost of One Dollar (\$1.00) annually, to be used solely for the purpose of the construction of the Project;
- (b) the Project Parcel will be property on the UNO's main lakefront campus to be agreed upon by the Parties hereto and identified in the mutually-agreed upon Lease upon execution by the Parties that consists of at least ____ acres and is accessible for school traffic demands;
- (c) to identify mutually beneficial projects with Hynes including professional development, programming and sponsorship of associated events and activities in betterment of Hynes, its staff and its students and UNO; and
- (d) to execute any and all documents necessary to consummate the transactions contemplated herein.

Section 2. Covenants of Friends of Hynes. Friends of Hynes covenants and agrees:

(a) to enter into referenced mutually-agreeable Lease with UNO, for the purpose of construction of the Project;

(b) to pursue in good faith the financing and construction the Project on Project Parcel;

(c) to share with Hynes responsibility for all ordinary upkeep, maintenance and repairs of the leased premises, except for any repairs which are necessitated in whole or in part through the fault or neglect of UNO and to provide, install and pay for all cost and expenses associated with equipment necessary to conduct the charter school business on the leased premises.

(d) once the Project is complete, to enter into a Sublease agreement with Hynes for use the Project Parcel and Project for the operation of the Charter School for a term not less than the duration of the Charter Agreement; and

(e) to execute any and all documents necessary to consummate the transactions contemplated herein.

Section 3. Covenants of Hynes. Hynes covenants and agrees:

(a) to operate the Charter School in accordance with its Charter Agreement;

(b) to execute a Sublease with Friends of Hynes for the Project Parcel and Project and to use such property in the operation of the Charter School;

(c) to include in the Charter Agreement appropriate provisions wherein Hynes agrees to a fifteen (15%) percent enrollment preference for dependent children of permanent employees of UNO, as the definition of permanent employees is determined by UNO; and

(d) to execute any and all documents necessary to consummate the transactions contemplated herein.

Section 4. The Project. The Parties agree that the Project construction shall proceed under the legal parameters of R.S. 17:3361 subject to all applicable laws, with Hynes and Friends of Hynes design models with structural design standards reviewed by State facility Planning to ensure International Building codes and ADA standards are incorporated.

Section 5. The Charter School. The Parties agree that, subject to the terms and conditions of the Charter Agreement, Hynes will have exclusive control over all operational aspects of the Charter School, including, but not limited to, academics, human resources, and contracts with service providers.

Section 6. Enforcement.

Section 6.1. MOU is a Preliminary Understanding. The preliminary understandings expressed in this MOU are subject to and conditioned upon (a) the negotiation and execution by the Parties of a mutually-acceptable Lease and Sublease, (b) Friends of Hynes securing satisfactory financing for the Project and (c) Hynes obtaining and maintaining the "Charter Agreement".

Section 6.2. Remedies for Breach. In the event that any party breaches this MOU, the sole and exclusive remedy will be termination of this MOU; provided that the party breaching this MOU shall be given written notice and a reasonable opportunity to cure its breach (such opportunity to cure not to exceed 90 days from receipt of written notice of breach).

Section 7. Miscellaneous.

Section 7.1 Assignment. This MOU is personal to each of the Parties hereto, and neither party may assign or delegate any rights or obligations hereunder without first obtaining the written consent of the other party.

Section 7.2 Amendments, Supplements, and Modifications. No amendment or modification to this MOU shall be valid unless and until executed in writing by the duly authorized representatives of each party to this MOU.

Section 7.3 Third Party Beneficiaries. This MOU is entered into for the exclusive benefit of the Parties, and the Parties expressly disclaim any intent to benefit anyone not a party hereto.

Section 7.4 Negation of Partnership, Joint Venture and Equity Interest. Except to the extent necessary for UNO to qualify under LSA-RS § 17:3991.1C, nothing contained in this MOU shall constitute or be construed to be or to create a partnership, joint venture or other venture among Hynes, Friends of Hynes and/or UNO.

Section 7.5 Headings. The headings of this MOU are for convenience of reference only and shall not form part of, or affect the interpretation of, this MOU.

Section 7.6 Severability. In the event that any provision of this MOU is invalid or unenforceable under any applicable statute or rule of law, then such provision shall be deemed inoperative to the extent that it may conflict therewith and shall be deemed modified to conform with such statute or rule of law. Any provision hereof which may prove invalid or unenforceable under any law shall not affect the validity or enforceability of any other provision hereof.

Section 7.7 Execution in Counterparts. This MOU may be executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

Section 7.8 Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Louisiana.

Section 7.9 Recitals. The foregoing recitals are hereby incorporated into and made a part of this MOU, including all defined terms referenced therein.

[Signatures to Follow]

[Signature Page to MOU]

IN WITNESS WHEREOF, the undersigned have executed this MOU as of the ____
day of _____, 2019.

HYNES CHARTER SCHOOL CORPORATION

By: _____

Name: _____

As Its: _____

FRIENDS OF HYNES

By: _____

Name: _____

As Its: _____

UNIVERSITY OF NEW ORLEANS

By: _____

Name: _____

As Its: _____

EXHIBIT A
CHARTER AGREEMENT